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10 **ATTORNEYS FOR DEFENDANTS**

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **WESTERN DISTRICT**

14 **DAVID HOUGH; et al**

15 *Plaintiffs,*

16 **v.**

17 **RYAN CARROLL; et al**

18 *Defendants.*

Case No.: 2:24-cv-02886

Assigned for all purposes to:
JUDGE WESLEY L. HSU

**DEFENDANT MAX O. DAY'S
AFFIDAVIT IN SUPPORT OF THE
JURISDICTIONAL
DEFENDANTS' MOTION TO
COMPEL ARBITRATION AND
MOTION TO STAY**

Hearing: July 26, 2024 1:30 PM PT

Action Filed: April 9, 2024
Trial Date: N/A

1 BEFORE ME, the undersigned authority, on this day personally appeared **Max**
2 **O. Day**, and being duly sworn upon his oath by me, deposed and stated as follows:

3
4 1. “My name is **Max O. Day** I am over eighteen (18) years of age. I am of sound
5 mind and fully capable to make this Business Record Affidavit. The facts set forth
6 herein are based on my personal knowledge and are true and correct. I am competent
7 to testify to the facts herein.

8 2. “I was the Chief Growth & Technology Consultant of Yax Ecommerce, LLC,
9 formerly known as Wealth Assistants, LLC (“**Wealth Assistants**”).

10 3. “I am familiar with the matters in controversy in the litigation against
11 Defendants Ryan Carroll; Max K. Day; Michael Day, Wealth Assistants); WA
12 Distribution LLC; Precision Trading Group, LLC, and myself (collectively, the
13 “**Jurisdictional Defendants**”) and others in the United States District Court for the
14 Central District of California (“**CDCA**”) (herein referred to as the “**Hough**
15 **Litigation**”).

16 4. “I submit this affidavit in support of the Jurisdictional Defendants’ Amended
17 Motion to Compel Arbitration and Motion to Stay filed in the CDCA in the Hough
18 Litigation.

19 5. “I am familiar with the contracts between the Plaintiffs in this case and Wealth
20 Assistants. Attached hereto as Exhibits A, B, C, and D, are fifty-one (51) pages of
21 records from Wealth Assistants. These fifty-one (51) pages of records are kept by
22 Wealth Assistants in its regular course of business, and it was the regular course of
23 business of Wealth Assistants for an employee or representative of Wealth
24 Assistants, with knowledge of the act, event, condition, opinion, or diagnosis
25 recorded to make the record or to transmit information thereof to be included in such
26 record. The record was made at or near the time or reasonably soon thereafter. The
27 records attached hereto are the original or exact duplicates of the original.

- 28 • Exhibit A, the Service Agreement between Plaintiff Amund Thompson and
Wealth Assistants.
- Exhibit B, the Service Agreement between Plaintiff Anthony Ramos and
Wealth Assistants.
- Exhibit C, the Service Agreement between Plaintiff Michael Nibarger and
Wealth Assistants.
- Exhibit D, the Service Agreement between Plaintiff David Hough and Wealth

1 Assistants.

2 6. Each and every client of Wealth Assistants was required to sign a written
3 contract that included a broad arbitration provision. Wealth Assistants' clients all
4 signed contracts that mirrored one of the two contracts represented by the current
5 Plaintiffs in this case."

6
7 FURTHER AFFIANT SAYETH NOT.

8
9 Max O. Day
10 MAX O. DAY

11
12
13
14 **CERTIFICATE OF SERVICE**

15
16 I hereby certify that a true and correct copy of the foregoing document, and
17 any attachments, will be served to counsel of record, in accordance with the
18 governing rules of procedure regarding service in this court on this **July 4, 2024**, via
19 email as follows:

20
21 /s/ William H. Shibley
22 William H. Shibley
23
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